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6-7-1981

## Food Employers, Inc. and Retail Employees Union, United Food and Commercial Workers, AFL-CIO, Local 1092 (1981)

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## Food Employers, Inc. and Retail Employees Union, United Food and Commercial Workers, AFL-CIO, Local 1092 (1981)

Location

OR

Effective Date

6-7-1981

Expiration Date

7-7-1984

Number of Workers

4200

Employer

Albertson's, Inc.; various Thriftways; Arden-Mayfair Markets; Cruse for Foods, Inc.; Ferguson's Markets, Inc.; Fred Meyer, Inc.; Kienow's Food Stores; Safeway Stores, Inc.; Strohecker's, Inc.; Tradewell Stores, Inc.; Unico, Inc.; Waremart, Inc.; Willamette Sentry

Union

Retail Employees Union

Union Local

1092

NAICS

44

Sector

P

Item ID

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Keywords

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Comments

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*Food & employees*

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1092

PORTLAND & VICINITY GROCERY, PRODUCE & DELICATESSEN WORKING AGREEMENT

June 7, 1981 - July 7, 1984

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UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1092

PORTLAND & VICINITY GROCERY, PRODUCE & DELICATESSEN WORKING AGREEMENT

June 7, 1981 - July 7, 1984

PREAMBLE

This Agreement is entered into between Food Employers, Inc., referred to hereafter as "Employer" and Retail Employees Union Local 1092, Portland, Oregon, chartered by the United Food and Commercial Workers Union, AFL-CIO, referred to hereafter as the "Union". It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the Employer and the Union.

In consideration of the mutual premises and agreements between the Parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the Parties to the Agreement agree as follows:

ARTICLE I - RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours, and all other terms and conditions of employment covered by this Agreement for all employees in the appropriate bargaining unit herein defined:

The bargaining unit shall include all employees within the jurisdiction of United Food & Commercial Workers Union Local 1092, covered by the wage schedules and classifications listed herein, for all present and future stores of the Employer in Multnomah, Washington, Clackamas, Columbia and Yamhill Counties, Oregon.

1.2 The Union recognizes Food Employers, Inc., as the sole collective bargaining agent for its Employer members as of the effective date of this Agreement and any additional members during the life of this Agreement.

1.3 None of the provisions of this Agreement shall apply to one store manager in each retail store in which an owner is not actually engaged on the premises, and to one assistant manager.

It is recognized that the primary function of the employees listed above is to manage, but they shall not be restricted as to the amount of bargaining unit work which they may perform.

ARTICLE II - UNION SECURITY AND EMPLOYMENT

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the thirtieth (30th) day following the



effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. For purposes of this Article an employee shall be considered to be a "member in good standing of the Union" if that employee tenders to the Union the uniformly required dues and initiation fees required by the Union for membership. For purposes of this Paragraph, the execution date of this Agreement shall be considered as its effective date.

2.2 Upon the failure of any employee to comply with any provision of Article II, Paragraph 2.1 of this Agreement, the Union may then notify the Employer in writing of such failure. The Employer will not be asked by the Union to discharge any employee for non-compliance with the provisions of Paragraph 2.1 until seven (7) days after the Union has furnished the Employer with notice in writing which contains the following:

- a. A statement that the Union has strictly complied with the necessary procedural steps pursuant to the International Constitution and By-Laws in making its demand.
- b. A statement that demand for termination is made for no reason other than the employee's failure to pay the dues and initiation fees uniformly required by the Union for membership in the Union, pursuant to the Union Security clause.
- c. The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

2.3 The Employer agrees to deliver to each new employee a statement to be furnished by the Union outlining the Union Security provisions of this Agreement. The Employer agrees to send to the Union on postage paid forms provided by the Union a record of the hiring of each new employee within fourteen (14) days of the day the new employee reports to work.

2.4 There shall be a probationary period of sixty (60) days during which a new employee may be discharged without right of protest.

2.5 The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, or age. Any reference to gender in this Agreement includes both genders.

2.6 Both parties recognize that in all cases of conflict between Title VII and any provision of the Contract, or any practice under any provision of the Contract, Title VII shall prevail. If the Company is required by Executive Order 11246, as amended, and Revised Order No. 4, to develop and implement an Affirmative Action Program, and in the event of any conflict between the provisions of such program and any provisions of the Contract, or any practice under any provision of the Contract, the Affirmative Action Program shall prevail.

### ARTICLE III - BARGAINING UNIT WORK

3.1 No receiving, marking, stocking, or display of merchandise shall be performed by supplier representatives, salesmen, or other non-employees of the Employer, except that the restrictions of this Paragraph shall not apply to the following persons under the following circumstances:

- a. Drivers or driver salesmen engaged in servicing the store with their own merchandise directly from their delivery vehicles; or to the servicing of bakery products by the supplier, where the bakery products are those products produced in a bakery or bakery plant;
- b. Product merchandizers who service the store, working merchandise which has previously been delivered to the store by a driver or driver salesman, where that merchandizing could properly be performed under subparagraph (a) by the driver or driver salesman himself;
- c. Merchandise resets or revamps, and to the preparation required for store grand openings.

3.2 Demonstrators assigned to a store by a supplier, manufacturer, or other outside employer shall confine themselves to the particular items being demonstrated and wear clothing or a badge identifying them with the product or firm for which the demonstration is made and shall not be considered a part of the bargaining unit. Demonstrators, who are in the direct employ of the Employer, shall perform any work as assigned relating to the demonstration, and shall be part of the bargaining unit. Demonstrators on the Employer's payroll shall be paid at the rates set forth in Schedule "A".

#### ARTICLE IV - HOURS OF WORK - OVERTIME - PREMIUM TIME

4.1 The basic straight time work week shall consist of forty (40) hours to be worked in five (5) eight (8) hour days within an established seven (7) day work week. It is further agreed between the parties that, if an Employer covered by this Agreement wishes to establish a four (4) day work week or variation thereof, the parties may negotiate the terms and conditions that would be affected by the establishment of a four (4) day work week, or variation thereof.

4.2 The basic straight time work day shall consist of eight (8) hours to be worked consecutively, except for a scheduled uninterrupted meal period of not less than one-half (1/2) hour nor more than one hour at, so near as is practical, the middle of the work shift, except that no employee shall be scheduled for more than five (5) hours without a meal period, unless said employee is a designated person in charge. The scheduling of meal periods for persons in charge shall be by mutual agreement between the Employer and that employee.

4.3 In any established work week in which a holiday occurs, the basic straight time work week shall consist of thirty-two (32) hours, excluding hours worked or not worked on the holiday.

4.4 When an employee works six (6) days in a work week, time and one-half (1-1/2) rate shall be paid for work on the day the least number of hours are worked.

4.5 Overtime is defined as work in excess of the basic straight time work day, or the basic straight time work week described above. Overtime work shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay, and shall not be compensated for by time off in lieu of wages. There shall be no compounding or pyramiding of overtime pay and premium pay, and only the highest applicable rate shall apply.

4.6 Split shifts shall not be scheduled by the Employer or worked by the employee.

4.7 Employees shall be entitled to uninterrupted rest periods as follows:

- a. For shifts of less than five (5) hours - one ten (10) minute rest period.
- b. For shifts of five (5) hours - one fifteen (15) minute rest period.
- c. For shifts of more than five (5) hours but not more than six (6) hours - one fifteen (15) minute rest period and a lunch period in accordance with Paragraph 4.2 above.
- d. For shifts of more than six (6) hours - one ten (10) minute rest period during the first part of the shift, and one ten (10) minute rest period during the second part of the shift, and a lunch period in accordance with Paragraph 4.2 above.

4.8 Unless otherwise provided in this Agreement, all work performed shall be on the following basis: Four (4) consecutive hours or less, one-half (1/2) day's pay; over four (4) hours and not more than eight (8) hours, a full day's pay. A meal period shall not be assigned during a half-day (1/2) of four (4) hours or less. Part-time employees shall be paid on the basis of four (4) hours or less, one-half (1/2) day's pay; over four (4) hours on an hourly basis. Delicatessen sales division employees shall be paid on the basis of four (4) hours or less, one-half (1/2) day's pay; over four (4) hours on an hourly basis. Container Clerks shall be paid on the basis of two (2) hours or less, two (2) hours pay; over two (2) hours on an hourly basis.

4.9 Notwithstanding the provisions of Article IV, Paragraph 4.8 of this Agreement, students attending school on a full-time basis may be employed by the hour, but in no event shall be scheduled for less than two (2) hours on any work day. During the student's summer vacation, or on any Sunday, he shall not be scheduled for less than four (4) hours on any work day.

4.10 In the event that the Employer's operations cannot commence or continue due to the recommendation of civil authorities, or public or private utilities fail or are unable to supply electricity, water, or other such services as required, or the interruption of work is caused by an act of God or other emergency beyond the control of the Employer, the employee shall receive pay only for hours actually worked and shall not be governed by the minimum call-in provisions of Paragraph 4.8 above. If called in or advised to report upon employee's inquiry, Paragraph 4.8 shall apply.

4.11 Hourly Premiums set forth herein shall apply to all work performed by employees during premium time hours as follows:

- a. Sunday Premium - All employees working on Sundays between 12:01 a.m. and 11:59 p.m. shall receive the following hourly premium, effective June 28, 1981:

Demonstrators	straight-time
Container Clerks	straight-time
Courtesy Clerks	\$1.00
Apprentices	
1st Step ( 0 - 520 hours)	1.00
2nd Step ( 521 - 1040 hours)	1.25
3rd Step (1041 - 1560 hours)	1.50
4th Step (1561 - 2080 hours)	1.75
5th Step (2081 - 2600 hours)	2.00
Journeyman	2.50
Head Clerk	2.50



- b. Evening Premium - 6:00 p.m. to 11:00 p.m. - Twenty-five cents (25¢) per hour.
- c. Night Premium - 11:00 p.m. to 7:00 a.m. - Thirty cents (30¢) per hour.

4.12 No store or section covered by this Agreement shall be open for sales between 11:00 p.m. and 7:00 a.m. and no employee in the bargaining unit shall work in a store or section that is open for sales between 11:00 p.m. and 7:00 a.m.

#### 4.13 Work Schedule.

a. Weekly work schedules for employees will be posted by the Employer no later than 6:00 p.m. on Thursday before the start of the work week. It is understood that the established work schedule may be changed, as required by unexpected developments, such as illness of employees, accidents, reduction in business, etc. The work schedule (made out in ink) will include the name of the employee, starting time and ending time and days off.

b. A minimum of ten (10) hours shall be required between straight time shifts. Otherwise, the premium of time and one-half (1-1/2) will be required for any hours that may be worked prior to the expiration of the ten (10) hour period.

#### ARTICLE V - SENIORITY - APPRENTICE RATIO - TRANSFER

5.1 (a) Seniority shall be based upon continuous service with one Employer, but no employee shall suffer loss of seniority by reason of an approved leave of absence in accordance with Article X. Seniority shall be applied on an individual store basis. Seniority as defined above shall apply in the reduction of the number of employees in a store performing comparable work, providing qualifications, ability, and availability are equal. Seniority as defined herein shall be applicable on the employee's sixtieth (60th) calendar day of employment, and shall date from the most recent date of hire.

(b) Up to sixty (60) days temporary absence from work shall not break seniority. Seniority may be broken only by quit, justifiable discharge, failure to return to work after temporary absence or failure to return to work in accordance with the terms of a leave of absence as provided in Article X of this Agreement.

(c) In promotion, senior employees shall be given consideration where merit and ability are approximately equal, but no trial period shall be required. Employees demoted from a higher classification to a lower classification shall not lose seniority.

5.2 In the reduction of the number of employees due to lack of work, the last employee hired shall be the first to be laid off; and in rehiring, the last employee laid off shall be the first rehired until the list of employees previously laid off has been exhausted. Employees who are laid off due to lack of work shall have seniority rights in rehiring for extra and/or steady jobs subsequently available with the Employer prior to the hiring of new employees. Employees shall not be terminated while on an approved leave of absence or vacation.

5.3 When an employee is transferred from one store to another, it is agreed that the employee shall suffer no reduction in wages. Such transfers shall not be used as a device for creating hardship to the employee in order to provoke his resignation. Similarly, an employee will not be arbitrarily or capriciously transferred. Requests for transfers within the Union's jurisdiction, so an employee may work nearer his home,

will be given consideration and may not be refused arbitrarily. When an employee is transferred by the Employer from another area, the transferred employee shall retain all seniority rights with the Employer and shall be entitled to exercise such rights with respect to layoff and rehire only from the date of transfer.

5.4 An employee's seniority shall not be broken if the Employer transfers the employee to a different store of the same Employer covered by this Agreement.

5.5 In the event an Employer terminates the operation of one of its stores in the bargaining unit, the Employer shall transfer such affected employees in accordance with the terms of Paragraph 5.4 above.

5.6 (a) It is the desire of the Employer and the Union to provide full-time employment in the Retail Food Industry for as many employees as is practical within the range of sound employment practices, which the parties wish to maintain under this Agreement.

(b) Part-time employees who are available for work in the store shall be assigned any additional available work providing the employee is available and qualified to perform the work.

(c) If a reduction of hours becomes necessary in an individual store, employees with seniority and performing comparable work shall not have their hours arbitrarily and capriciously reduced.

5.7 (a) It is the intent of the parties to maintain a ratio wherein not more than twenty percent (20%) of the total man-hours scheduled or worked in an individual store by members of the bargaining unit shall consist of apprentice clerks (less than 2600 hours experience).

(b) This ratio shall be maintained among members of the bargaining unit within each Company in conformance with (a) above. Should the ratio be exceeded, the Employer will hire Journeymen to fill future vacancies until the ratio is again in conformance with (a) above, providing there are Journeymen available for work who can meet the Employer's qualifications. Nothing in this Paragraph shall be construed or interpreted to require the Employer to terminate any employee.

(c) Nothing in this Paragraph shall require wage escalation of employees more rapidly than actual experience. The above ratio shall not be considered in a new store for the first sixty (60) days of operation.

5.8 Nothing in this Article shall be construed to require pay for time not worked.

#### ARTICLE VI - WAGE SCALE

6.1 The minimum wage rates and effective dates mutually agreed upon for employees working under this Agreement are set forth in Schedules "A" and "B", which by reference are made a part of this Agreement.

6.2 Container Clerks. The duties of a Container Clerk shall be to receive empty refund-type containers; count and issue receipts therefor; sort and place in appropriate receptacles; perform other functions related to the handling of such containers and clean-up of the immediate area associated with carrying-out the aforementioned duties. In the event of an initial violation of this provision and following written notice from

the Union, the Container Clerk shall be paid the Courtesy Clerk rate of pay for a minimum of four (4) hours or as scheduled in excess thereof on that day.

For a second violation all Container Clerks in the market shall receive the Courtesy Clerk rate of pay for hours worked during that week.

For a third violation within a twelve (12) month period, the market shall lose the Container Clerk classification for a period of twelve (12) months.

It is further agreed and understood that Container Clerks are excluded from all other monetary benefits and Employer contributions as provided for in this Agreement and shall receive the straight time hourly rate of pay only, except time and one-half (1-1/2) after eight (8) hours work per day and forty (40) hours work per week.

### 6.3 Courtesy Clerks.

(a) The primary duties of a Courtesy Clerk are customer service and/or general housekeeping duties, but he shall be permitted to perform other duties incidental to or in addition to his primary duties.

(b) Courtesy Clerks shall not be required or permitted to work as checkers.

(c) In the event of an initial violation of Paragraph 6.3 (a) or (b) above, following written notice from the Union, the employee shall be paid the beginning Apprentice rate for that day. In the event of a second violation, the employee, following written notice from the Union, shall immediately be re-classified as an Apprentice Clerk.

(d) Courtesy Clerks shall not be employed earlier than one (1) hour prior to store opening time nor later than one (1) hour following store closing.

(e) Total man hours worked by Courtesy Clerks in an individual store shall not exceed twenty percent (20%) of the total man hours worked by employees in the bargaining unit.

(f) Should the aforementioned twenty percent (20%) be exceeded in a given week, the Employer shall adjust the Courtesy Clerk hours to not exceed twenty percent (20%) in the second (2nd) week following the week such ratio was exceeded.

(g) If the excessive percentage is not readjusted, then Courtesy Clerks shall be promoted to the Apprentice classification in order to conform with the aforementioned twenty percent (20%) ratio for Courtesy Clerks.

6.4 At the Employer's discretion, Courtesy Clerks may be placed in the Apprentice Grocery Clerk classification. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked as a Courtesy Clerk towards his progression as an Apprentice as outlined elsewhere in this Agreement, said credit not to exceed a maximum of 1,040 hours. The first thirty (30) days in such classification shall be considered a period of training. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Courtesy Clerk classification to the Apprentice Grocery Clerk classification.



6.5 Progression increases provided in the Apprentice brackets in the wage schedule above, shall be placed into effect on the Sunday following the employee's completion of the required number of hours to advance him to the next wage bracket.

6.6 Head Clerk rate of pay shall be paid to employees whose duties include:

(a) Relieving the owner or a managerial employee in the performance of their supervisory duties and/or;

(b) Exercising supervision over the employees in the bargaining unit throughout the store, even though the owner or managerial employee is present and/or;

(c) Responsibility for the general management and successful operation of a produce department.

(d) It is further agreed that in any store where no employee qualifies as Head Clerk under (a), (b), or (c) above, and in which two hundred (200) or more hours per week are worked by employees in the bargaining unit, the Employer shall designate one (1) employee as Head Clerk.

(e) Any employee assigned as a Head Clerk shall receive the applicable pay rate for the entire shift, when he performs such duties for the entire shift.

6.7 All employees shall receive hourly rates of pay based on accumulated experience as defined in Paragraph 6.1 of this Article, provided no employee shall be credited for more than one hundred seventy-three and one-third (173-1/3) hours per month.

6.8 (a) All persons covered by this Agreement shall have at least one (1) regular pay day per week except that any Employer shall be allowed five (5) days beyond the end of the pay period in which to prepare the payroll. All remunerations shall be in cash or fully negotiable check. In the event an Employer wishes to change its payroll period from one (1) week to two (2) weeks, the Employer may do so, upon giving sixty (60) days notice to affected employees of the date the changeover will occur, and then providing the Union an opportunity to help devise a transition procedure which mitigates employee hardships. This paragraph shall not be applied in such a way as to require any Employer to change any current pay period practice.

(b) Wage statements shall be furnished to each employee showing the period of time covered, employee identification, straight time, overtime and premium time hours worked, total amount of wages paid and itemized deductions made therefrom.

6.9 In the application of the above wage provisions, a newly hired employee's prior working experience in the Retail Grocery Industry shall be considered as follows:

(a) Apprentices: If less than two (2) years have elapsed since last employed in provable comparable experience, full credit is given; if more than two (2) years, no credit shall be given.

(b) Journeyman: If less than two (2) years have elapsed since last employed in provable comparable experience, full credit is given; if more than two (2) years but less than four (4) years have elapsed since last employed in comparable experience, half (1/2) credit is given; if more than four (4) years, no credit shall be given.

Prior hours of experience must be accurately claimed on the employment application. Comparable experience means having performed a substantially similar kind of work in a similar kind of store or section in the retail grocery industry. The burden of providing the proof of previous comparable experience rests solely with the employee. Should the employee fail to provide within forty-five (45) days of date of hire acceptable proof of actual hours of previous experience, in writing, any adjustment made thereafter shall be prospective only.

6.10 All claims for back wages or overtime not paid must be presented through the Union to the Employer in writing within thirty (30) days of the date the employee is paid for the period in which back wages or overtime is claimed; otherwise the employee foregoes any right of appeal under this Agreement except as provided below:

(a) Wage increases due the employee in accordance with hours worked with the present Employer under wage progression schedule of Schedules "A" and "B" of this Agreement.

(b) If the Employer fails to comply with Article II, Paragraph 2.3, the new employee's wage rate shall be subject to back adjustment from the date of hire to the end of a thirty (30) day period following the new employee's application for membership in the Union.

(c) Wage rates for new employees without any previous experience, that are established at less per hour than the minimum applicable contract rate, shall be subject to back adjustment for a maximum period of six (6) months from the date the employee was hired.

6.11 The terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimum herein prescribed without the consent of the Union.

#### ARTICLE VII - COST-OF-LIVING

7.1 Effective with the first pay period beginning on or after December 5, 1982, employees working in the Journeyman classification under this Agreement shall be entitled to a cost-of-living adjustment based on a rise in the Consumer Price Index, using the following formula:

- a) The Index used will be the Wage Earner and Clerical Worker Index, CPI-W, All Cities, All Items (1967=100).
- b) The Index figure for the month of May, 1982, shall be compared with the Index figure for July, 1981, and the difference between the two figures shall be converted to a percentage.
- c) For every full half percentage point increase in the CPI above 8.5%, one cent (1¢) shall be added to the rate of pay for Journeyman Clerks, with a minimum guarantee of 15¢ and a maximum adjustment of 20¢.

7.2 Effective with the first pay period beginning on or after December 4, 1983, employees in the Journeyman classification shall be entitled to a second cost-of-living adjustment, to be computed using the above formula, except that the months of comparison will be May, 1983 and July, 1982, and the minimum guarantee shall be 20¢ and the maximum adjustment 30¢.

7.3 Apprentices and Courtesy Clerks shall receive proportionate adjustments of the December 5, 1982 cost-of-living increase, and those adjustments shall be according to the following formula:

Courtesy Clerks	40%
1st Step	50%
2nd Step	60%
3rd Step	70%
4th Step	80%
5th Step	90%

#### ARTICLE VIII - HOLIDAYS

8.1 The following days shall be recognized as paid holidays for all employees with sixty (60) or more days of service. Effective June 22, 1981, for employees hired on or after June 22, 1981, the following days shall be recognized as paid holidays for all employees who have worked for the same Employer six (6) continuous months or more:

New Year's Day - January 1  
Memorial Day - 4th Monday in May  
Independence Day - July 4  
Labor Day - 1st Monday in September  
Thanksgiving Day - 4th Thursday in November  
Christmas Day - December 25

8.2 It is agreed that the day observed as the holiday shall be from 12 midnight to 12 midnight. Article IV, Paragraph 4.13(b) shall not apply in a holiday week. All stores shall be closed to the public on Thanksgiving Day and Christmas Day, and no employee shall be scheduled to work on these two (2) holidays.

8.3 The Employer agrees to pay employees who work on the aforementioned holidays, set out in Paragraph 8.1 above, time and one-half (1-1/2) the employee's regular straight time hourly rate of pay for all hours worked, plus their regular earned holiday pay. In any week in which a holiday occurs, the basic work week shall consist of thirty-two (32) hours, to be worked in not more than four (4) days, exclusive of the holiday. Holiday work shall be on a voluntary basis as near as practical, taking into consideration the proper manning and operation of the store.

8.4 Employees with one (1) year of continuous service with the Employer shall be entitled to and shall receive their birthday as a paid holiday, and it shall be observed within thirty (30) days of the employee's birthday if not taken on the actual birthday. When a holiday specified in this Agreement falls on an employee's birthday, an additional day off with pay shall be granted or pay given in lieu thereof.

8.5 Employees who work thirty-two (32) hours or more in a holiday week shall be paid eight (8) hours holiday pay.

8.6 Employees on the Employer's payroll, shall receive one (1) hour of holiday pay for each four (4) straight time hours worked in the holiday week, but not in excess of eight (8) hours holiday pay. Regular employees who would normally be employed in a holiday week shall not be laid off, reduced in hours, or replaced just to avoid payment of holiday pay. New employees must work prior to the holiday to be eligible for holiday pay.



8.7 To be eligible for holiday pay employees must work in the holiday week; and, in addition, must work all scheduled work days in the holiday week unless unable to work due to bona fide illness, injury, emergency beyond the control of the Employer, or any other reason acceptable to the Employer. In that event the employee shall receive holiday pay just as though he had worked all scheduled hours and days in the holiday week.

8.8 All stores and sections covered by this Agreement will close no later than 6:00 p.m. on Christmas Eve, December 24th, and no employee shall be scheduled, or required to work after 7:00 p.m. on such day.

#### ARTICLE IX - VACATIONS

9.1 All employees shall receive an annual vacation with pay for continuous work with their Employer as follows:

After 1 year of work	-	1 week vacation
After 2 years of work	-	2 weeks vacation
After 5 years of work	-	3 weeks vacation
After 12 years of work	-	4 weeks vacation

Effective June 22, 1981, new employees hired on or after June 22, 1981, shall not be entitled to vacation for any year in which they receive straight time compensation for less than 800 hours.

9.2 In the case of three-week and four-week vacation periods provided above, two (2) weeks shall be consecutive and the third (3rd) and fourth (4th) week may or may not be consecutive, as mutually agreed between Employer and employee.

9.3 The amount of vacation pay paid an employee will be the regular and overtime pay normally earned by the employee each week for at least ten (10) months of the year's time in which the employee qualified for the vacation. The application of this Paragraph shall be limited to calculation of vacation pay for employees on a regular over-time schedule.

9.4 Earned vacation pay shall be paid to the employee prior to the start of his vacation, providing the employee requests the pay fourteen (14) days prior to his vacation.

9.5 When a holiday specified in this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay given in lieu thereof.

#### 9.6 Vacation Preference.

(a) Employees in a store or section shall be given preference in the choice of vacation dates on the basis of seniority. The Employer will make a good faith effort to advise employees in a store or section of the available vacation dates for each classification prior to March 1st of each year so that the employees will be better able to express their preference for vacation periods.

(b) In the event of transfer, employees in a store or section shall be given preference in the choice of vacation dates based on seniority except:

(1) The vacation of an employee shall not be changed if it was scheduled prior to his transfer from one store to another.

(2) If an employee does not have a scheduled vacation at the time of transfer, the vacation preference will be based on his seniority in the store to which he is transferred.

9.7 Up to thirty (30) days of absence from work due to bona fide illness or injury on or off the job shall be considered as time worked for the purpose of determining length of employment and computing vacations.

9.8 Vacation periods may be arranged at any time during the year that is mutually agreeable to the employee and the Employer.

9.9 Assigned vacation periods scheduled by the Employer will not start before April 1st, and will be completed by October 1st of each year. At least fourteen (14) days notice of the date of Employer-assigned vacations shall be given each employee.

9.10 Any employee terminating his or her employment with the Employer after one (1) full year of employment shall be paid pro-rated vacation pay from his or her date of employment, except as provided in Paragraph 9.12 of this Article.

9.11 Employees with one (1) or more years of continuous work with the Employer, who are required to take time off prior to their vacation anniversary date, shall receive a pro-rata payment at that time, if requested in writing, and the additional amount will be paid at the anniversary date.

9.12 Employees discharged for admitted or proven dishonesty, or insobriety on the job, shall not be entitled to pro-rated vacation pay.

#### ARTICLE X - LEAVES OF ABSENCE

10.1 Employees shall be required to request and the Employer shall grant, written leaves of absence in accordance with the rules and procedures provided herein. An employee who wants a leave of absence shall submit to his Employer in writing his request for such leave stating (1) reason, (2) date leave is to begin, and (3) expected date of return to work.

10.2 In cases where an employee is hospitalized or for some reason is incapacitated he shall submit to the Employer his request for a leave of absence as soon as he is physically and/or mentally able to do so. The Union and the Employer will maintain a supply of special forms prepared jointly by both parties and forward one to the employee as soon as they become aware of the illness or injury. This form will then be completed and forwarded to the Employer promptly.

10.3 The following are acceptable reasons for granting to the employee an approved leave:

- (a) Illness or injury (on or off the job) of the employee which requires absence from work for more than fifteen (15) days; and pregnancy of employees. This applies to full-time and part-time employees who have been employed one (1) year by the Employer and who are able to resume their normal duties as a clerk when they return to active employment. Leaves granted hereunder shall not be for periods of time in excess of six (6) months. Both parties recognize that exceptional cases could occur under which a further extension of six (6) months limitation is justified and proper and shall be granted by mutual agreement.

- (b) Serious illness, injury, or death in the employee's immediate family as defined in Article XIII. Length of such leave shall not exceed thirty (30) days.
- (c) Election or appointment to a temporary Union assignment such as delegate to a meeting or convention, for a period not to exceed fifteen (15) days. Not more than one (1) employee per store shall be eligible for such leave during the same period except by mutual agreement between the Employer and the Union.
- (d) Any other reason acceptable to the Employer.
- (e) Employees who fail to return to work at the end of a leave of absence or any agreed upon extension of a leave of absence shall be considered as terminated.

10.4 The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall then be returned to the job previously held, or to a job comparable with regard to rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

#### ARTICLE XI - SICK LEAVE

11.1 Sick leave allowance for employees shall be used only for bona fide illness or injury. The Employer may require a doctor's certificate or other verification of illness or injury acceptable to the Employer. When a release is required, it shall be presented before the employee returns to work.

11.2 Any employee found to have abused sick leave benefits by falsification or misrepresentation may be disqualified for sick leave benefits for the absence.

11.3 Each regular full-time employee covered by this Agreement will earn sick leave at the rate of four (4) hours per calendar month worked and each regular part-time employee (one who has worked for the Employer one (1) year or more and who has averaged twenty-four (24) hours of work weekly for the year immediately preceding his anniversary date of employment) will earn sick leave on a proportion based upon his average hours worked in each month. Earned sick leave shall be cumulative up to one hundred twenty (120) hours. Each employee who has been in the service of his Employer for one (1) year or more shall be entitled to use earned sick leave as follows:

Bona fide illness or injury off the job - not hospitalized: Third scheduled work day through seventh scheduled work day -- full day's pay. Eighth through accrued amount -- one-half (1/2) day's pay for each of the first five (5) days in each succeeding seven (7) day period.

Bona fide illness or injury off the job - when hospitalized: First scheduled work day hospitalized through seventh scheduled work day -- full day's pay (not to exceed five (5) days pay in any one week combining wages and sick leave). Eighth through accrued amount -- one-half (1/2) day's pay for each of the first five (5) days in each succeeding seven (7) day period.

11.4 Regular part-time employees as defined herein shall be entitled to use earned sick leave on the above formula in proportion to average hours worked.



11.5 Sick leave benefits shall apply only to bona fide cases of illness and injury. Sick leave benefits shall not be paid on the employee's scheduled day off, holidays, vacations, or any other day on which the employee is drawing pay for time not worked, or would not have otherwise worked. Such a day shall not be considered working days for the purpose of establishing the date on which sick leave pay is to commence.

11.6 Sick leave benefits hereunder together with any disability payments provided by the Local 1092 Health and Welfare Trust shall not exceed the employee's normal pay for a day of work.

11.7 Illness or accident extending beyond fifteen (15) days shall be governed by Article X - Leaves of Absence.

11.8 An employee who returns to work in the same work week as the illness or accident occurs shall be restored to that week's work schedule. An employee returning to work during the remainder of the fifteen (15) day period shall be restored to the work schedule not later than the second (2nd) day after notifying the Employer of his availability provided employee is able to resume his normal duties.

#### ARTICLE XII - JURY DUTY - LEGAL PROCEEDINGS

12.1 After one (1) year's employment, any full time employee called for service on a municipal, district, circuit or federal court jury shall be scheduled five (5) days, Sunday through Friday or Monday through Saturday, and shall receive pay during such work week for each day on such jury service at the rate of eight (8) hours times his straight time hourly rate, less any remuneration received by him for jury service. The employee's scheduled shift shall end not later than 7:00 p.m. on any week day, Monday through Friday. Regular employees averaging twenty-four (24) hours or more per week for the year immediately preceding their anniversary dates of employment shall be paid the number of regular hours scheduled on the day in question, less any remuneration received for jury service. Reimbursement by the Employer as provided herein for jury duty service shall be limited to service on one (1) jury panel in any one (1) calendar year.

12.2 An employee who serves on jury duty Monday through Friday may be scheduled to work Saturday at the straight time hourly rate or Sunday at the regular Sunday premium rate. Payment for Saturday or Sunday work shall be offset against jury duty pay for the week, and in no event shall an employee receive more than a regular week's pay of forty (40) hours for the week.

12.3 Employees who are regularly scheduled six (6) days in a work week shall be scheduled Saturday or Sunday at the appropriate rate for that day and their pay shall be based on total hours scheduled less the jury duty pay.

12.4 If an employee is excused temporarily or permanently from jury service, on any scheduled work day, he shall report for work to complete the remaining hours of his scheduled work shift, providing transportation time will permit him to return to work prior to four (4) hours before the end of his scheduled shift. The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

12.5 Employees required to appear in court or in legal proceedings on behalf of their Employer shall receive compensation at their regular straight time hourly rate of pay for the time spent in making such appearances less any witness fees received.

12.6 Notwithstanding the scheduling provisions of this Agreement, the Employer may re-schedule an employee making such an appearance during store operation hours, so as to minimize payment of wages for such appearances. Notwithstanding the provisions of Article IV, Paragraph 4.5, if an employee appears in court or legal proceedings during non-scheduled hours on a regularly scheduled work day, he shall receive his straight time rate of pay for the time spent in making such appearance, less any witness fees received.

12.7 If an employee appears in court or legal proceedings on behalf of the Employer on his days off, he shall receive his straight time hourly rate of pay for the time spent in making such appearance less any witness fees received; but such time shall not be considered as part of the work week under the terms of this Agreement.

#### ARTICLE XIII - FUNERAL LEAVE

13.1 After six (6) months of continuous employment, regular full-time employees shall be allowed up to three (3) days off with pay at straight time for the purpose of attending the funeral and assisting in arrangements therefore in the event of a death in the employee's immediate family. Paid days off will be limited to the employee's scheduled work days. Scheduled days off will not be changed to avoid payment for funeral leave. Immediate family shall be defined as the spouse, son, daughter, mother, father, brother, sister, or present mother-in-law or father-in-law, or grandparents, of the employee.

13.2 Part-time employees who have averaged twenty (20) hours or more of work per week for the six (6) months immediately preceding the date of the funeral, and who otherwise meet the qualifications in Paragraph 13.1, shall be entitled to pro-rata funeral leave as provided above.

#### ARTICLE XIV - GENERAL CONDITIONS

14.1 Protective rain jackets shall be provided for any employee required to perform work in the rain.

14.2 The Employer agrees that employees shall not be required to contribute to charity or any other causes, nor shall quotas be established by the Employer, whether for an individual employee or group of employees, or suggested amount of contributions be made by the Employer. Any contribution which may be made by employees for such purpose shall be purely voluntary.

14.3 Aprons, uniforms, or any special wearing apparel required by the Employer, which is not suitable for street wear, shall be furnished and laundered by the Employer, except for the laundering of drip dry garments which shall be done by the employee.

14.4 The Union agrees to issue a Union Store Card and/or window decals to the Employer under the rules governing Union Store Cards set forth in the Constitution of the United Food & Commercial Workers International Union. Such Union Store Card and decals are, and shall remain, the property of said International Union, and the Employer agrees to surrender said Union Store Card and/or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card and/or decals are issued.

The Employer may display such Union Store Card and decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.



14.5 The Employer agrees to qualify all employees under the State Unemployment Compensation and State Industrial Accident Funds, or insurance of equal coverage.

14.6 Charges for physical examinations required by the Employer shall be borne by the Employer.

14.7 No employee shall be required to make good any checks cashed, unless said checks are cashed in violation of published store or company rules and regulations that have been made known to the employee.

14.8 Employees required or requested by the Employer to attend promotional sales meetings, training meetings or other store business meetings shall be paid at straight time, limited to one (1) hour, overtime thereafter. Employees shall not be required to attend such meetings on their scheduled days off. The provisions of Paragraphs 4.6, 4.8 and 4.13(b) shall not apply to time spent in store meetings.

14.9 Time spent by employees in travel from place to place during the work day in order to perform work assigned to them by the Employer shall be paid for as time worked. Employees shall be compensated for necessary expense incurred by them in connection with such travel as follows:

(a) Actual expense when public transportation facilities are used.

(b) Employees who are required by the Employer to use their own automobiles in the course of their employment and for the business of the Employer, shall be compensated, therefore, at the rate of no less than twenty cents (20¢) per mile driven while on such business; or at such regular weekly rate of compensation therefore as may be agreed between the Employer, the employee, and the Union.

14.10 No person shall be discharged or discriminated against for upholding Union principles or any person who works under the instruction of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

14.11 Refusal of an employee, covered by the terms of this Agreement, to pass through a lawful primary picket line which has been sanctioned by the Multnomah County Labor Council or Labor Council within the jurisdiction of the International Food & Commercial Workers Union Local No. 1092 shall not constitute a violation of this Agreement. The Union will give the Employer seventy-two (72) hours written notice of its intent to recognize an established picket line.

#### ARTICLE XV - ELECTRONIC CHECK-OUT

15.1 The Employer is required to negotiate with the Union about the effect on the work force, should the Employer institute electronic check-out systems which would result in removal of price marking from the stores.

#### ARTICLE XVI - TRUST FUNDS

##### 16.1 Health and Welfare.

(a) The Employer agrees to contribute forty-eight cents (48¢) for each straight time compensable hour paid employees pursuant to this Agreement to the persons and at the time and place designated by the Joint Trustees of the Oregon Retail Employees Health and Welfare Plan formed by the Union and Food Employers, Inc.

(b) Effective November 1, 1981, payable on November, 1981 hours, the Employer contribution may be increased by up to five cents (5¢) per hour per eligible employee for the purpose of maintaining for active employees the level of health and welfare benefits in effect as of June 1, 1981.

(c) Effective November 1, 1982, payable on November, 1982 hours, the Employer contribution may be increased by up to eight cents (8¢) per hour per eligible employee for the purpose of maintaining for active employees the level of health and welfare benefits in effect as of June 1, 1981.

Effective November 1, 1983, payable on November, 1983 hours, the Employer contribution may be increased by up to seven cents (7¢) per hour per eligible employee for the purpose of maintaining for active employees the level of health and welfare benefits in effect as of June 1, 1981.

(d) In addition to any maintenance of benefits, the Employers agree to increase the contribution level by one cent (1¢) effective November 1, 1982, on November, 1982 hours, for the purpose of improving health and welfare benefits, the selection of employee benefits to be improved to be in the discretion of the Trustees of the Trust.

In addition to any maintenance of benefits, the Employers agree to increase the contribution level by one cent (1¢) effective November 1, 1983, on November, 1983 hours, for the purpose of improving health and welfare benefits, the selection of employee benefits to be improved to be in the discretion of the Trustees of the Trust.

16.2 Health and welfare benefits will be provided for all Retail Employees Union Local 1092 members and their dependents drawing retirement benefits (present and future) from the Oregon Retail Employees Pension Plan.

16.3 The Joint Trustees of Local 1092 Health and Welfare Plan will establish and administer the Retiree's Health and Welfare benefits.

16.4 Effective June 22, 1981, Retiree Health and Welfare coverage shall be provided for persons who meet all of the following requirements:

- a. Be a retiree who is currently receiving the Oregon Retail Employees Pension Trust pension benefit for regular age 65 retirement (regular or spouse option), or disability retirement, based on the Oregon Retail Employees Pension Plan effective October, 1976; and
- b. Have been covered as an employee under the plan for hospital, medical, surgical and prescription drug benefits for sixty (60) months of the eighty-four (84) months immediately preceding the date of retirement.

An employee opting for retirement before age 65 must be at least sixty-two (62) years of age and have completed fifteen (15) years or more of service for retirement purposes with the Oregon Retail Employees Pension Trust and had contributions made on their behalf for sixty (60) out of the last eighty-four (84) months and make self-payments at the current premium rate until age 65.

16.5 The amount allocated for Retiree Health and Welfare will not exceed one cent (1¢) per hour from the total Employer Health and Welfare contribution. However, effective with the first month following adoption of the foregoing restrictions on eligibility for retirees' health and welfare by the Board of Trustees, the amount allocated under

this Agreement for retiree health and welfare shall be increased from one cent (1¢) per hour to an amount not to exceed three cents (3¢) per hour from the total Employer Health and Welfare contribution. Such increase, in the amount stated herein, shall be used to maintain the level of benefits provided retirees.

In the event the cost of retiree health and welfare benefits exceeds three cents (3¢) per hour during the life of this Agreement, the parties instruct and direct the Trustees of the Health and Welfare Trust to adjust benefits to retirees to bring the cost of the benefits within the limitations of the three cent requirement provided above.

16.6 (a) Pension. The Employer shall contribute thirty-two cents (32¢) for each straight time compensable hour paid employees pursuant to this Agreement to the persons and at the time and place designated by the Joint Trustees of the Pension Plan established by the Union and Food Employers, Inc., to provide retirement benefits for eligible employees in accordance with the Pension Plan.

(b) Effective January 1, 1984, on January, 1984, hours, the contribution provided in Paragraph 16.6(a) above shall be increased by three cents (3¢) to thirty-five cents (35¢) per straight time compensable hour.

16.7 Acceptance of Trusts. The Employer and the Union accept and agree to be bound by the terms of the existing Health and Welfare and Pension Trust Agreements established under the terms of this Agreement. By this acceptance the Employer agrees to and shall become a party to each of said Trusts with the same force and effect as though the Employer had executed the original declarations. Further, the Employer accepts as his representatives for the purposes of these Trust Funds, the Employer Trustees serving on the Board of Trustees of said Trust Funds and their duly appointed successors. Any amendments that from time to time may be made to the aforesaid Trusts shall be binding upon the Employer.

#### ARTICLE XVII - NATIONAL HEALTH LEGISLATION

17.1 In the event of the passage of Federal legislation during the term of this Agreement implementing a National Health Program, the Employer shall assume the entire cost thereof. If such National Health Program does not provide the same level of benefits then existing under the Local 1092 Welfare Trust, the Employer shall continue to pay hourly contributions to the Local 1092 Welfare Trust as will be sufficient to fund the difference in benefits.

#### ARTICLE XVIII - FREE WORK PROHIBITION

18.1 There shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such unauthorized practice shall be subject to discipline, which may include termination. Such disciplinary action may be subject to Article XX - Grievance and Arbitration Procedures.

#### ARTICLE XIX - DISCHARGE

19.1 The Employer shall be the judge as to the qualifications and competency of his employees, and reserves the right to discharge any employee for good cause such as dishonesty, incompetency, or failure to perform work as required. Before a regular employee is discharged for incompetency or failure to perform work as required, he shall be advised and given an opportunity to improve his work, except that a warning shall not be required for cash handling irregularities or failure to record sales.



19.2 The Employer and the Union agree that discharges will be made fairly and impartially, but in the event a protest of a discharge is lodged with the Employer, then the provisions of Article XX - Grievance and Arbitration Procedures shall be invoked.

#### ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURES

20.1 Any grievance or dispute concerning the application or interpretation of this Agreement must be presented in writing by the aggrieved party to the other party within thirty (30) days from the date of the occurrence giving rise to such grievance or dispute, except in cases of discharge which must be presented within fifteen (15) days. The Employer agrees to provide the Union upon request the reason(s) for discharge within a reasonable period of time.

20.2 Any such grievance shall be adjusted by accredited representatives of the Employer and the Union. In the event of the failure of these parties to reach a satisfactory adjustment within thirty (30) days from the date the grievance is filed in writing by the aggrieved party, the matter may be referred by the moving party for final adjustment to a Joint Conference Board composed of two (2) panel members designated by the Union and two (2) panel members designated by the Employer. No Employer-designated member shall be directly involved in the dispute, and no panel member designated by the Union shall be employed by the Union Local directly involved.

20.3 In the event the Joint Conference Board fails to reach an agreement within seven (7) days from the date a grievance is considered by the Board, the moving party must within fifteen (15) calendar days thereafter refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a list of eleven (11) arbitrators residing in the Northwest from which an arbitrator shall be selected by alternately striking names, to settle the matter; otherwise the grievance shall become null and void. Nothing in this Paragraph shall preclude the parties from mutually agreeing on an arbitrator.

20.4 The Joint Conference Board, by a majority vote, shall have the authority to resolve the grievance or dispute, and in cases of an improperly discharged employee, the Board may reinstate and/or award lost wages to an improperly discharged employee. The Board's decision set forth in writing, shall be final and binding upon both parties.

20.5 The jurisdiction and authority of the Joint Conference Board and/or arbitrator shall be confined exclusively to the application or interpretation of a specific provision or provisions of the Agreement at issue between the parties. Neither the Joint Conference Board nor the arbitrator shall have the right to alter, amend, delete or add to any of the terms of this Agreement. The arbitrator may consider the entire Agreement in making his award. The award of the Joint Conference Board or the arbitrator, as appropriate, shall be written and shall be final and binding upon both parties. The expenses and fees of the arbitrator are to be borne equally by both parties.

20.6 The parties shall request the arbitrator to make an award within thirty (30) days of the close of the hearing or the receipt of briefs, whichever is later. By mutual agreement between the parties, the arbitrator may also be requested in advance to be prepared to render a bench decision at the close of the arbitration hearing.

20.7 Either party may obtain a transcript of the arbitration at that party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

20.8 Any time limits established in this Article may be extended by mutual agreement of the parties. The Joint Conference Board may be waived by mutual agreement between the parties.



#### ARTICLE XXI - AMICABLE RELATIONS

21.1 Both parties agree not to use strikes, lockouts, or other economic weapons to settle any grievances or disputes concerning the application or interpretation of this Agreement but to settle them in the manner provided above. It is further understood that the duly authorized representatives of U.F.C.W. Local 1092 shall have the authority on behalf of the Union to enforce the terms of this Agreement.

21.2 The phrase "other economic weapons" as used above shall be interpreted to include informational picketing, citations to a Central Labor Council, unfair listing, do not patronize listing, or any other economic weapons or threats thereof.

#### ARTICLE XXII - TRANSFER OF OWNERSHIP

22.1 In the event any Employer signatory hereto sells his business, he agrees to pay employees any vacation due up to the date of sale as provided in Article IX of this Agreement. The new owner shall be advised that the seller has operated the store under this Agreement.

22.2 Any Employer signatory to this Agreement who purchases a store which is a party to this Agreement, will thereafter, as to employees remaining with the new owner at least sixty (60) days, give credit for length of service accumulated with the prior owner in calculating future vacation rights, seniority rights, and accumulated sick leave benefits.

22.3 Nothing in this Article shall require a purchaser to recognize length of service accumulated with a prior owner in calculating any benefits for seniority rights under this Agreement, if the purchaser and the seller agree as a condition of the sale that the seller shall terminate from employment all of his employees as of the close of business on the date the sale is consummated. Under those circumstances, any person hired by the purchaser shall be deemed a new employee for all purposes under this Agreement, except as noted in Paragraph 22.4 below.

22.4 Notwithstanding the provisions of Paragraph 22.3 above, employees who are hired to work at the purchased location by the buyer shall be considered eligible for holiday pay, leaves of absence, and funeral leave after obtaining seniority with the new Employer. A former employee who had qualified for three or more weeks of vacation with the seller, who is hired by the purchaser shall re-establish vacation up to the amount he would have been eligible to receive with full length of service recognition, in accordance with the following schedule: three weeks after four years with the new Employer; four weeks after six years with the new Employer.

22.5 In cases of dissolution of a partnership, the remaining partner shall be expressly obligated to carry out the terms of this Agreement, regardless of whether or not he was signatory to the original Agreement.

#### ARTICLE XXIII - SEPARABILITY

23.1 Should any portion of the Agreement be adjudged by the Court having ultimate jurisdiction to be in violation of any State or Federal Law, then such portions shall become null and void and the balance of this Agreement remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in violation by the Court and to bring it into conformance therewith within sixty (60) days after notification, unless the time limit is extended by mutual agreement.


ARTICLE XXIV - EXPIRATION AND RENEWAL

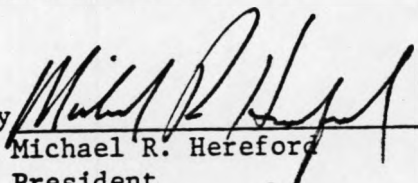
24.1 This Agreement shall be in effect from June 7, 1981, through July 7, 1984, except as hereinafter provided, and shall continue from year to year thereafter unless either party shall give written notice to the other at least sixty (60) days prior to the expiration date of July 7, 1984, or at least sixty (60) days prior to the nearest Sunday to any subsequent July 7th of any succeeding year of its desire to negotiate the terms of a successor Agreement.

Dated this 6th day of July, 1981, at Portland, Oregon.

FOR THE EMPLOYER:  
FOOD EMPLOYERS, INC.

FOR THE UNION:  
UNITED FOOD & COMMERCIAL WORKERS  
UNION LOCAL NO. 1092

By   
Stephen S. Erdmann  
Executive Director

By   
Michael R. Hereford  
President

# SCHEDULE "A"

## GROCERY, PRODUCE & DELICATESSEN EMPLOYEES

### Wages & Sunday Premiums

	<u>6/7/81</u>	<u>6/6/82</u>	<u>6/5/83</u>	Sunday Hourly Premiums Effective 6/28/81 per Paragraph 4.11
Demonstrators	\$ 4.15	\$ 4.30	\$ 4.45	straight-time
Container Clerks	3.50	3.50	3.50	straight-time
Courtesy Clerks	3.91	4.11	4.31	\$1.00
Apprentices*				
1st Step ( 0 - 520 hours)	4.65	4.75	4.95	1.00
2nd Step ( 521 - 1040 hours)	4.95	5.14	5.44	1.25
3rd Step (1041 - 1560 hours)	5.85	6.03	6.33	1.50
4th Step (1561 - 2080 hours)	6.75	7.02	7.42	1.75
5th Step (2081 - 2600 hours)	7.75	8.06	8.51	2.00
Journeyman	9.35	9.95	10.55	2.50
Head Clerk	9.70	10.30	10.90	2.50

\* All Apprentices hired prior to June 22, 1981 will receive 520 hours of credit.

## SCHEDULE "B"

### NON-FOODS CLERKS

All terms and conditions, except hourly wage rates, present and future, contained in the Grocery, Produce and Delicatessen Working Agreement between Food Employers, Inc. and United Food & Commercial Workers Union Local No. 1092, shall apply to Non-Foods employees.

Applicable hourly wage rates for Non-Foods employees shall be established at seventy percent (70%) of the Grocery hourly wage rates provided in the Grocery, Produce and Delicatessen Working Agreement between Food Employers, Inc. and United Food & Commercial Workers Union Local No. 1092. In the future, wage rates for Non-Foods employees will change on the seventy percent (70%) ratio as Grocery wages are changed in the above Agreement.

All employees who are classified as Non-Foods employees shall devote their time exclusively to the Non-Foods operation. All employees who do any work in Foods, including but not limited to work in the central checkstands, banking, carry-out on merchandise for customers, stocking, or marking of grocery or produce merchandise, shall receive the Grocery rates of pay set forth in Schedule "A".

The Non-Foods operation shall have an employee classified as "Head Clerk" as defined in Article VI of the above-referenced Agreement, or an employee excluded from the bargaining unit as provided herein who is in charge of the Non-Foods operation. If an excluded employee is placed in charge of the Non-Foods operation which results in three (3) excluded employees in the store, then there must be a matching reduction from two (2) excluded employees to one (1) in another store owned by the Company within the jurisdiction of United Food & Commercial Workers Union Local No. 1092. Any such case shall be set forth in writing between the Employer and the Union.

### NON-FOODS WAGE RATES

	<u>6/7/81</u>	<u>6/6/82</u>	<u>6/5/83</u>	<u>Sunday Hourly Premiums</u> <u>Effective 6/28/81</u>
Apprentices*				
1st Step ( 0 - 520 hours)	\$3.35			\$1.00
2nd Step ( 521 - 1040 hours)	3.50			1.00
3rd Step (1041 - 1560 hours)	4.00			1.05
4th Step (1561 - 2080 hours)	4.72		70% of Appropriate Food Clerk Rates	1.25
5th Step (2081 - 2600 hours)	5.43			1.40
Journeyman	6.55			1.75

- \* All Apprentices hired prior to June 22, 1981, will receive 520 hours of credit.



Bureau of Labor Statistics  
Collective Bargaining Studies

U.S. Department of Labor



#6730  
September 26, 1983.

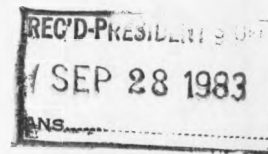
*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 044-R0003

OCT 5 1983 - R

RECEIVED  
SEP 29 1983

PAC-RESEARCH OFFICE



Vice President - Director  
United Food & Commercial Workers  
1775 K Street Northwest  
Washington, D. C. 20006

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): Food Employers Inc 5  
Cnties Oregon, LU 1092.

The agreement we have on file expired ~~September~~ <sup>June</sup> 1981.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage  
schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without  
change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or  
public inspection: You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

**PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).**

*If more than one agreement, use back of form for each document. (Please Print)*

1. Approximate number of employees involved 4200
2. Number and location of establishments covered by agreement \_\_\_\_\_
3. Product, service, or type of business \_\_\_\_\_
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code